

A. G. Contract No. KR92-1019-TRN
ECS File: JPA-92-42
Project: RBM-600-0-504
TRACS No.: 101 L MA 16 H079706C
Section: 5c Agua Fria Freeway
67th Ave. Utility Relocation
C-2835G

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GLENDALE

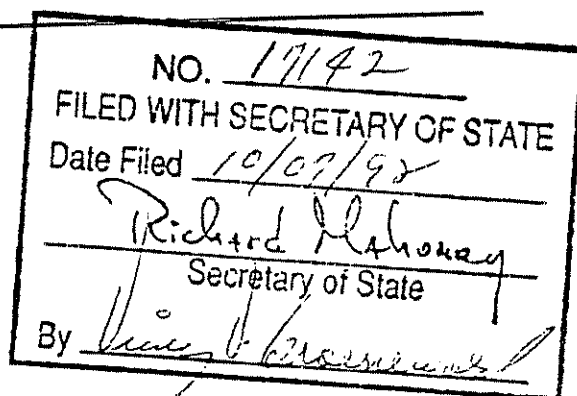
THIS AGREEMENT is entered into 7 October, 1992,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF GLENDALE, acting by and through its City Council (the
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 and City Charter, Section 3, Article I to enter
into this agreement and has by resolution, a copy of which is
attached hereto and made a part hereof, resolved to enter into
this agreement and has authorized the undersigned to execute
this agreement on behalf of the City.

3. Incident to the construction of the Agua Fria Freeway
67th Avenue Bridge, it is necessary to relocate a 16 inch water
line and install a sewage lift station with force main to
replace the existing 27 inch sewer, herein referred to as "the
Project". These facilities have compensatory rights by virtue
of being located within dedicated City streets, as established
by amendment to Section 28-1822 and amendment to Title 28,
Chapter 13, Article 2 of the Arizona Revised Statutes, adding
Section 28-1834, thereto.



4. The City agreed to the substitution of a sewage lift station and force main for crossing the Freeway in lieu of the existing gravity sewer, subject to the State compensating the City for the cost of operation and maintenance of the lift station. The operation and maintenance compensation will be based on estimated costs discounted to "present value" for a period of twenty-years following acceptance of the station by the City.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Design and construct the Project. Submit to the City, the Project utility design plans and special provisions for approval.

b. Call for bids, award one or more construction contracts, administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation attributable to the State.

c. Issue the City a permit to inspect, operate and maintain its facilities within the State's right of way.

d. Within ninety (90) days after receipt of the City's acceptance letter, pay the City \$63,500.00 in a lump sum, as compensation for the City's perpetual operation, maintenance and replacement costs of the sewer lift station.

2. The City will:

a. Review and approve the utility design plans, special provisions, and review and accept the installation of the facilities constructed by the State.

b. Be responsible for any contractor claims for extra compensation attributable to the City.

c. Accept ownership and all maintenance and system liability associated therewith, upon completion of the Project.

d. Submit a letter of acceptance of the sewer lift station to the State within 45 days following the start up of the station.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
Room 222E, Mail Drop 616E
205 South 17 Avenue
Phoenix, AZ 85007

City of Glendale
City Manager
5850 W. Glendale Avenue
Glendale, AZ 85301

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

CITY OF GLENDALE
A Municipal Corporation
Martin Vanacour, City Manager

STATE OF ARIZONA
Department of Transportation

By *Martin Vanacour*
GORDON L. PEDROW
~~Assistant City Manager~~

By *Robert P. Mickelson*
ROBERT P. MICKELSON, P.E.
Deputy State Engineer

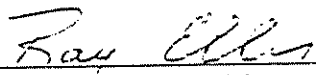
Attest

By *Juergens Behm*
City Clerk

RESOLUTION

BE IT RESOLVED on this 13th day of April 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Glendale, for the purpose of defining construction and maintenance responsibilities for relocating a 16 inch water line and the installation of a sewage lift station with force main to replace the existing 27 inch sewer.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.



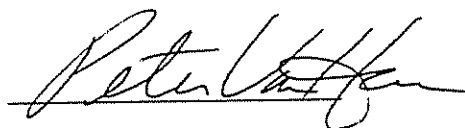
CHARLES E. COWAN, Director
Arizona Department of
Transportation

JPA 92-42

APPROVAL OF THE GLENDALE CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF GLENDALE, and declare this agreement to be in proper form and within the powers and authority granted to the City of Glendale under the laws of the State of Arizona.

DATED this 8 day of Sept, 1992.

A handwritten signature in cursive script, appearing to read "Peter VanHorn", written over a horizontal line.

City Attorney

RESOLUTION NO. 2758 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTER-GOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) RELATING TO THE CONSTRUCTION AND MAINTENANCE OF THE 67TH AVENUE UTILITY RELOCATION PROJECT.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that an intergovernmental agreement with the Arizona Department of Transportation (ADOT) for the 67th Avenue Utility Relocation Project No. RBM-600-0-504 be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 1st day of September, 1992.

QUENTIN V. TOLBY

M A Y O R

ATTEST:

LAVERGNE BEHM

City Clerk

(SEAL)

APPROVED AS TO FORM:

PETER VAN HAREN

City Attorney

REVIEWED BY:

MARTIN VANACOUR

City Manager

STATE OF ARIZONA)
County of Maricopa) ss
City of Glendale)

I, the undersigned, Lavergne Behm, being the duly appointed, qualified and acting City Clerk of Glendale, Maricopa County, Arizona certify that the foregoing Resolution No. 2758 New Series is a true, correct, and accurate copy of Resolution No. 2758 New Series, passed and adopted at a regular meeting of the Council of the City of Glendale, held on the 1st day of September 1992, at which a quorum was present and voted in favor of said Resolution.

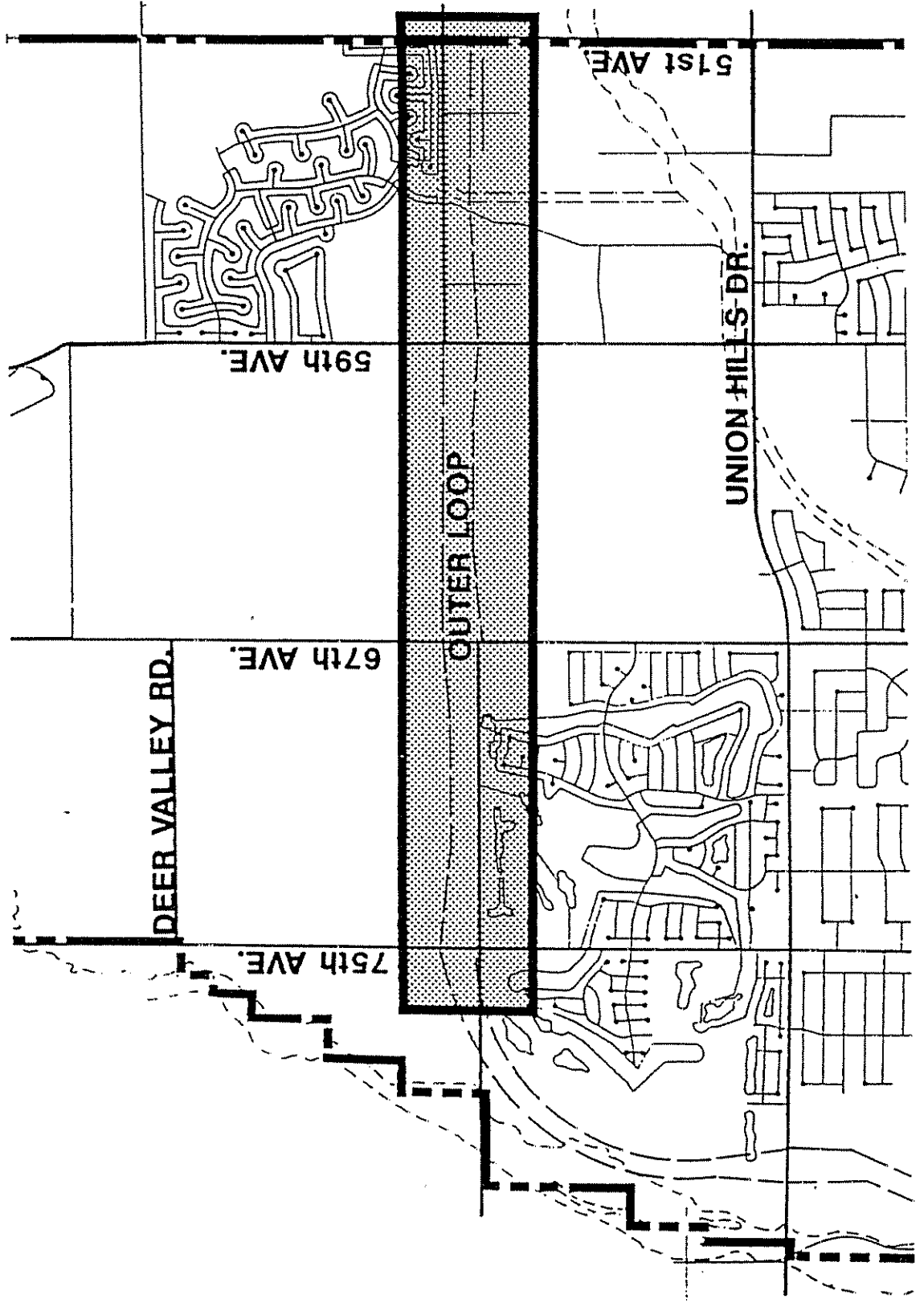
Given under my hand and seal this 2nd day of September, 1992.

Lavergne Behm
City Clerk



OUTER LOOP HIGHWAY UTILITIES IMPROVEMENTS, 51st TO 75th AVE.

912022





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

MAIN PHONE 542 5025
TELECOPIER 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. C. Contract No. KR92-1019-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 29th day of September, 1992.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

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